



NONDISCLOSURE AGREEMENT

In order for us to complete our interview with you, it is desirable to disclose to you certain business and product plans which are considered privileged and confidential. We therefore agree to make and you agree to receive the disclosures contemplated hereunder on the following terms and conditions:

1. You hereby agree to receive such information in confidence and not to disclose it to anyone.
2. This commitment shall terminate three (3) years from this date, and shall not impose any obligations upon you with respect to any portion of the received information which (i) is now, or which hereafter, through no act or failure to act on your part becomes generally known or available; (ii) is known to you at the time of receiving such information; (iii) is furnished to others without restriction on disclosure; or (iv) is hereby furnished to you by a third party, as a matter of right and without restriction on disclosure.

Please indicated your agreement by signing this Nondisclosure Agreement in duplicate.

APPLICANT AGREES:

BY: M. H. J. S.

TITLE: Executive

DATE: 11 15 91

Joseph T. Moss, Jr.
Peat Marwick



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EXHIBIT

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